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**INDEPENDENT CONTRACTOR PHYSICIAN
AGREEMENT**

This Independent Contractor Physician Agreement ("Agreement") is made and entered into by and between CORIZON HEALTH, INC., a Tennessee corporation ("Corizon") and JUSTIN M. MONTOYA, M.D., LLC ("Contractor"). This Agreement is entered into as of the date the last party executes this Agreement (the "Effective Date").

WITNESSETH:

WHEREAS, Corizon has prior to the date hereto contracted with Lane County, Oregon to arrange to provide licensed health care professionals for medical services at the Lane County Jail in Eugene, Oregon ("Center"); and

WHEREAS, Contractor is a limited liability company organized under the laws of the State of Oregon for the purpose of conducting the practice of medicine with all corporate powers authorized by law and is desirous of contracting with Corizon as an independent contractor to provide a portion of such medical services.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

1. COVERAGE

Contractor agrees to provide one (1) Oregon licensed Physician, specifically, JUSTIN M. MONTOYA, M.D., hereinafter referred to as "Physician", who is a sole member and employee of Contractor to provide medical services at Center an average of four (4) hours per week. In addition, Contractor's Physician may elect to provide on-call services at Center and Contractor agrees its Physician will coordinate Physician's actual and on-call hours of service with the hours of service of other contract Physicians providing services at Center.

2. PROFESSIONAL CONDUCT

Contractor agrees that its Physician will abide by the rules, policies, and procedures in place at the Center and made known to Contractor, including the Corizon Code of Conduct, and maintain the high professional and ethical standards and to exercise independent clinical judgment as required by Physician's license and Physician's profession; failure to do so by Contractor's Physician will constitute a material breach of this Agreement and Corizon may terminate this Agreement immediately.

3. FEES

Corizon agrees to pay Contractor the sum of One Hundred and Twenty-five Dollars (\$125.00) per hour for medical director and clinical services and the sum of Seventy-five Dollars (\$75.00) for each day of on-call services provided by Physician under this Agreement, not to exceed Three Hundred Fifty Dollars (\$350.00) per week. A week shall be defined as seven (7) consecutive days. In addition, if Contractor's Physician is called back to Center while providing on-call services hereunder, Physician shall receive the sum of One Hundred Fifty Dollars (\$150.00) each call-back provided. Fees

Legal/2012/Physician/Montoya LLC/OR/CM

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shall be mailed to the Contractor on the tenth (10th) day of each month for services rendered the preceding month.

4. MEDICAL DIRECTOR SERVICES

In addition, Contractor's Physician hereby accepts the position of Medical Director of the Healthcare Unit at Center. Contractor's Physician shall report to the Health Services Administrator and agrees to be responsible for the performance of all the services listed below. Contractor's Physician shall also be responsible for time-sensitive services being completed in a timely manner.

- A. Be available to Corizon's and Center's administration and staff for consultation with respect to the medical services provided;
- B. Coordinate clinical rounds and physical examinations in relation to sick call hours;
- C. Assist in interviewing additional physicians as necessary;
- D. If required, coordinate the physicians' coverage schedule and assist in resolving physician conflicts;
- E. Facilitate an in-service program, including compliance with the requirements of the Commission on Accreditation for Corrections, Standards for Adult Correctional Institutions;
- F. Review and update policies and procedures, including development of policy and procedure manual in accordance with standards promulgated by the National Commission on Correctional Health Care (NCCHC) in the "Standards for Health Services in Prisons" and/or "Standards for Health Services in Jails" publications;
- G. Review of patient charts on a monthly basis that meets the NCCHC, ACA or other applicable accrediting bodies' standards of quality assurance;
- H. Implement peer review of procedures and healthcare delivery of medical services in accordance with the NCCHC, ACA or other applicable accrediting bodies' standards;
- I. Assist in securing and maintaining proper accreditation, including compliance with the requirements of the Commission on Accreditation for Corrections, Standards for Adult Correctional Institutions;
- J. Complete Medical Director orientation.

5. CONTINUING MEDICAL EDUCATION

Medical Director Employee may desire to take approved continuing medical education courses which are related to the services provided by Medical Director. CMS agrees to reimburse Medical Director, upon submission of original receipts, up to a maximum of One Thousand Five Hundred Dollars (\$1,500.00) per year for registration fees, hotel fees and travel expenditures for continuing medical education courses.

6. PROFESSIONAL LIABILITY INSURANCE

Physicians providing professional medical services at Corizon-contracted sites may elect to participate in a professional liability program coordinated by Corizon at no cost to Physician. Such insurance shall be occurrence or claims made and, if claims made, will include "tail" coverage at no additional cost to Physician to cover claims for the period of Physician's services provided at Center. Such program provides professional liability insurance coverage with limits of One Million Dollars

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(\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. Contractor's Physician has notified Corizon that Contractor's Physician desires to participate in such program, and that Corizon shall provide and maintain professional liability coverage for Physician for the services provided under this Agreement effective on or before the date of commencement of this Agreement, through its master policy. Corizon shall be responsible for the payment of premiums to maintain said policy. However, this method of acquiring medical malpractice insurance is solely for administrative convenience and in no fashion indicates any sort of employer/employee relationship.

This professional liability insurance does not provide "tail" coverage for previous insurance or risk personally carried by Contractor's Physician or any other party for any services rendered by Contractor's Physician prior to the effective date of this Agreement. This professional liability insurance covers Contractor's Physician only while Contractor's Physician is performing clinical services under this Agreement and only if Contractor's Physician's fee for services is being paid by Corizon. Punitive damage awards are excluded from coverage under the professional liability policy. The foregoing insurance does not include general liability coverage. Contractor's Physician, in the performance of the professional services to be provided under this Agreement, shall comply with all underwriting rules and/or risk management guidelines established by any insurance company providing the coverage described above. Contractor further agrees to promptly report any claim to Corizon's legal department and to cooperate with authorized agents of Corizon and the insurance company in the investigation, defense, and/or settlement of any incident arising from the services provided hereunder.

7. CREDENTIALS/REFERENCES

(a) Physician understands that this Agreement is contingent upon the receipt by Corizon of all as required by the Corizon credentialing process prior to commencement of services under this Agreement (except where noted) and Physician agrees to assist Corizon in obtaining such documentation.

If Corizon fails to receive any portion of said documentation, or if any information given by Physician is inaccurate, Physician may not be allowed to commence services under this Agreement until said documentation is received or if services have already commenced, Physician's services at Center shall cease immediately until said documentation is received, unless Physician receives written approval from Corizon to continue services at Center.

(b) Physician agrees to forward verification of renewal of state licensure, DEA registration certificate, and state controlled substance certificate (if applicable) within thirty (30) days of renewal of the required credentials.

(c) Contractor and its Physician hereby warrant that in the application process, Contractor's Physician has fully disclosed all details concerning Physician's license and Physician's ability to prescribe controlled substances. Contractor's Physician further affirms that Physician has never been convicted of a felony nor is Physician currently under indictment for a felony. Contractor and its Physician understand that this Agreement is contingent upon Physician passing Center's security clearance process and in the event a security check reveals a conviction or indictment for a felony, or if the Center does not grant or withdraws security clearance, then this Agreement may be terminated immediately by Corizon.

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(d) Contractor and its Physician agree to notify Corizon immediately of any change in the status of Physician's license to practice medicine. Such changes in status shall include, but are not limited to, revocation, suspension, or any limitation placed on Physician's license.

(e) Contractor, Physician and Corizon agree that Physician's failure to satisfy any of the conditions or criteria of Sections 7(a) through 7(d) of this Agreement will constitute a material breach of the Agreement and Corizon may terminate this Agreement immediately.

8. INDEPENDENT CONTRACTOR

This Agreement shall in no way be construed to mean or suggest Corizon is engaged in the practice of medicine. The relationship between Corizon and Contractor pursuant to this Agreement shall be that of independent contractor. Corizon and Contractor agree that: (a) Corizon shall not exercise control of any nature, kind or description, relating to the manner or means in which Physician performs medical services; (b) Contractor shall be responsible for Physician's actions and decisions; (c) Corizon shall not withhold or in any way be responsible for the payment of any federal, state or local income or occupational taxes (including gross receipts tax, if applicable), F.I.C.A. taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments for or on behalf of Physician. All such payments, withholdings and benefits are the responsibility of Contractor's Physician and Contractor's Physician shall indemnify and hold Corizon harmless from any and all loss or liability arising with respect to such payments, withholdings and benefits; and (d) Contractor's Physician, as an independent contractor, is responsible for providing Physician's general liability insurance, automobile insurance and workers' compensation insurance and/or disability insurance. Contractor agrees to indemnify and hold Corizon harmless for any claims against Corizon arising from Contractor's or Physician's failure to carry such insurance.

9. NON-INTERFERENCE/NON-DISCLOSURE

(a) Corizon and Contractor and its Physician recognize that during Contractor and its Physician's association with Corizon, Contractor and its Physician will be brought into contact with the confidential and proprietary methods of operation and trade secrets of Corizon, including know-how, data and other information about Corizon's operations and business that is of a confidential nature. Contractor and its Physician acknowledge that such confidential and proprietary information and trade secrets are valuable to Corizon, that Corizon has a legitimate interest in protecting its confidential and proprietary information, and that access to such information gives the relationship between Corizon and Contractor and its Physician a special and unique value. Therefore, Contractor agrees that Contractor and its Physician will not in any manner, without the prior written consent of Corizon, directly or indirectly disclose or divulge to any person, entity, firm or company or use for Contractor's or its Physician's own benefit or the benefit of any other person, entity, firm or company, directly or indirectly, any of Corizon's confidential or proprietary information or trade secrets.

(b) Any patient information, Corizon's confidential and proprietary information and trade secrets, and any other reports, documents, information or data given to or acquired, prepared or assembled by Contractor's Physician under this Agreement which the Center or Corizon requests to be maintained as confidential, shall not be made available to any individual or organization by the Contractor or its Physician without the prior written approval of Corizon and if applicable, Center. If Contractor or its Physician is requested or compelled pursuant to legal process or regulatory request to disclose any confidential material, prior to disclosure Contractor and its Physician will provide Corizon prompt notice of such request or order so that Corizon may seek a protective order, if applicable.

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Contractor and its Physician shall make reasonable efforts to accommodate Corizon's pursuit of a protective order.

(c) Contractor and its Physician shall, upon termination of the contractual relationship between Contractor and Corizon, return to Corizon all documents, items, books, records and notes relating to Corizon, its accounts, its methods and practices, and its services.

(d) To the extent allowed by the agreement between Corizon and Lane County, Contractor and its Physician further acknowledge that Corizon has expended considerable effort in developing its relationship with its existing clients, employees and contractors, and Contractor and its Physician further recognize that Corizon has a legitimate interest and expectation in retaining its existing contracts, employees and contractors. Accordingly, Contractor and its Physician agree that during the term of this Agreement, and for a period of twelve (12) months following termination of this Agreement for any reason, Contractor and its Physician will not solicit, divert, take away or interfere with any of the clients, accounts, trade, business patronage, employees or contractors of Corizon. It is the intention of the parties to restrict the activities of Contractor and its Physician only to the extent necessary for the protection of the legitimate business interests of Corizon and nothing in this paragraph shall be such as to prevent Contractor and its Physician from earning a livelihood.

10. TERM AND TERMINATION

(a) The initial term of this Agreement shall be for one (1) year commencing on October 1, 2012 ("Commencement Date") and shall be automatically renewed thereafter for successive one (1) year terms, unless either party provides written notice to the other party of its intention to terminate this Agreement, such notice shall be provided no later than thirty (30) days prior to the last day of the then-existing term. However, it is understood and agreed upon by both Parties that services may not commence hereunder until this Agreement is fully executed by both Parties. Termination pursuant to this subparagraph (a) shall become effective on the last day of the then-existing term.

(b) Either party may terminate this Agreement without cause upon thirty (30) days prior written notice thereof to the other party. Said termination shall be effective on the last day of the thirty (30) day period.

(c) Either party may terminate this Agreement immediately in the event of a material breach by the other party of any provision of this Agreement by providing written notice to such other party.

(d) Corizon may terminate this Agreement effective immediately upon providing written notice of termination to Contractor's Physician in the event of the occurrence of any of the following events: (i) Contractor's Physician ceasing to be licensed or otherwise qualified to practice medicine under the laws of the State of Oregon or the rules of any professional regulatory body; (ii) Center's refusal to approve Physician, Center's request for termination of Physician, or Center's refusal to grant Physician access to Center; (iii) arrest for a felonious offense; or (iv) Physician engages in conduct that is detrimental to or impairs Physician's ability to provide clinical services in accordance with the terms of this Agreement and applicable professional standards.

(e) This Agreement is contingent upon an agreement by and between Corizon and Lane County being in full force and effect for medical services at the Center. In the event said or any succeeding agreement by and between Corizon and Lane County has a reduction in the hours of service or is terminated or reduced for any reason prior to the termination of this Agreement as provided above,

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then Corizon shall notify Contractor in writing and may terminate this Agreement concurrently with the termination or reduction of the Agreement between Corizon and Lane County.

(i) All notices provided hereunder shall be in writing via certified mail, independent overnight guaranteed delivery, or personal delivery.

11. NOTICES

All notices or other writings required under this Agreement shall be considered as having been provided when sent by U.S. Mail, first class, postage pre-paid or by certified mail, to the parties at the following addresses:

To Physician:

Justin M. Montoya, M.D., LLC

REDACTED

Attn: Justin M. Montoya, M.D., Sole Member

To Corizon, Inc.

Corizon, Inc.

105 Westpark Drive, Suite 200
Brentwood, Tennessee 37027

Attn: General Counsel

With a courtesy copy sent to the Senior Vice President at the Corizon address above.

12. REPRESENTATIONS

Contractor and its Physician represent and warrant to Corizon: (i) that there are no restrictions, agreements or understandings whatsoever to which Contractor or its Physician is a party or to which Contractor or its Physician is subject which would prevent or make unlawful Physician's execution of this Agreement or rendering of the services to be provided hereunder; (ii) that the execution of this Agreement and the rendering of the services as contemplated hereby shall not constitute a breach of any contract, agreement or understanding, oral or written, to which Contractor's Physician is a party or by which Physician is bound.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and is intended as a complete agreement of the promises, representations, negotiations, discussions, and agreements that may have been made in connection with the subject matter hereof. This Agreement supersedes any prior oral or written agreement relating to the subject matter hereof, except, if applicable, that the provisions regarding non-competition survive termination. Except for insurance deduction adjustments under Section 5 of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties thereto.

14. SEVERABILITY

If any of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall not

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15. CONSTRUCTION OF HEADINGS

The captions or headings are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

16. AUTHORITY

The individuals signing this Agreement represent and warrant in their individual capacities that they have the authority to execute this Agreement and that such execution shall cause this Agreement to be the legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date the last party executes this Agreement.

CORIZON HEALTH, INC.

JUSTIN M. MONTOYA, M.D., LLC

By W.M. Montoya
Senior Vice President

Date 10/11/12

By: J. Montoya
Title:

Date 10/15/12

The undersigned employee of JUSTIN M. MONTOYA, M.D., LLC hereby consents to the provisions of paragraphs one (1), four (4), six (6), nine (9), and twelve (12) of the above Agreement and agrees to be bound by the provisions thereof the same as if the undersigned would have been a party to the aforesaid Agreement.

J. Montoya
JUSTIN M. MONTOYA, M.D.
Date 10/15/12

Legal/2012/Physician/Montoya LLC/COR/CM

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AGREEMENT**

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- F. Review and update policies and procedures, including development of policy and procedure manual in accordance with standards promulgated by the National Commission on Correctional Health Care (NCCHC) in the "Standards for Health Services in Prisons" and/or "Standards for Health Services in Jails" publications;
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- J. Complete Medical Director orientation.

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Medical Director Employee may desire to take approved continuing medical education courses which are related to the services provided by Medical Director. CMS agrees to reimburse Medical Director, upon submission of original receipts, up to a maximum of One Thousand Five Hundred Dollars (\$1,500.00) per year for registration fees, hotel fees and travel expenditures for continuing medical education courses.

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7. CREDENTIALS/REFERENCES

(a) Physician understands that this Agreement is contingent upon the receipt by Corizon of all as required by the Corizon credentialing process prior to commencement of services under this Agreement (except where noted) and Physician agrees to assist Corizon in obtaining such documentation.

If Corizon fails to receive any portion of said documentation, or if any information given by Physician is inaccurate, Physician may not be allowed to commence services under this Agreement until said documentation is received or if services have already commenced, Physician's services at Center shall cease immediately until said documentation is received, unless Physician receives written approval from Corizon to continue services at Center.

(b) Physician agrees to forward verification of renewal of state licensure, DEA registration certificate, and state controlled substance certificate (if applicable) within thirty (30) days of renewal of the required credentials.

(c) Contractor and its Physician hereby warrant that in the application process, Contractor's Physician has fully disclosed all details concerning Physician's license and Physician's ability to prescribe controlled substances. Contractor's Physician further affirms that Physician has never been convicted of a felony nor is Physician currently under indictment for a felony. Contractor and its Physician understand that this Agreement is contingent upon Physician passing Center's security clearance process and in the event a security check reveals a conviction or indictment for a felony, or if the Center does not grant or withdraws security clearance, then this Agreement may be terminated immediately by Corizon.

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(d) Contractor and its Physician agree to notify Corizon immediately of any change in the status of Physician's license to practice medicine. Such changes in status shall include, but are not limited to, revocation, suspension, or any limitation placed on Physician's license.

(e) Contractor, Physician and Corizon agree that Physician's failure to satisfy any of the conditions or criteria of Sections 7(a) through 7(d) of this Agreement will constitute a material breach of the Agreement and Corizon may terminate this Agreement immediately.

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(b) Any patient information, Corizon's confidential and proprietary information and trade secrets, and any other reports, documents, information or data given to or acquired, prepared or assembled by Contractor's Physician under this Agreement which the Center or Corizon requests to be maintained as confidential, shall not be made available to any individual or organization by the Contractor or its Physician without the prior written approval of Corizon and if applicable, Center. If Contractor or its Physician is requested or compelled pursuant to legal process or regulatory request to disclose any confidential material, prior to disclosure Contractor and its Physician will provide Corizon prompt notice of such request or order so that Corizon may seek a protective order, if applicable.

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Contractor and its Physician shall make reasonable efforts to accommodate Corizon's pursuit of a protective order.

(c) Contractor and its Physician shall, upon termination of the contractual relationship between Contractor and Corizon, return to Corizon all documents, items, books, records and notes relating to Corizon, its accounts, its methods and practices, and its services.

(d) To the extent allowed by the agreement between Corizon and Lane County, Contractor and its Physician further acknowledge that Corizon has expended considerable effort in developing its relationship with its existing clients, employees and contractors, and Contractor and its Physician further recognize that Corizon has a legitimate interest and expectation in retaining its existing contracts, employees and contractors. Accordingly, Contractor and its Physician agree that during the term of this Agreement, and for a period of twelve (12) months following termination of this Agreement for any reason, Contractor and its Physician will not solicit, divert, take away or interfere with any of the clients, accounts, trade, business patronage, employees or contractors of Corizon. It is the intention of the parties to restrict the activities of Contractor and its Physician only to the extent necessary for the protection of the legitimate business interests of Corizon and nothing in this paragraph shall be such as to prevent Contractor and its Physician from earning a livelihood.

10. TERM AND TERMINATION

(a) The initial term of this Agreement shall be for one (1) year commencing on October 1, 2012 ("Commencement Date") and shall be automatically renewed thereafter for successive one (1) year terms, unless either party provides written notice to the other party of its intention to terminate this Agreement, such notice shall be provided no later than thirty (30) days prior to the last day of the then-existing term. However, it is understood and agreed upon by both Parties that services may not commence hereunder until this Agreement is fully executed by both Parties. Termination pursuant to this subparagraph (a) shall become effective on the last day of the then-existing term.

(b) Either party may terminate this Agreement without cause upon thirty (30) days prior written notice thereof to the other party. Said termination shall be effective on the last day of the thirty (30) day period.

(c) Either party may terminate this Agreement immediately in the event of a material breach by the other party of any provision of this Agreement by providing written notice to such other party.

(d) Corizon may terminate this Agreement effective immediately upon providing written notice of termination to Contractor's Physician in the event of the occurrence of any of the following events: (i) Contractor's Physician ceasing to be licensed or otherwise qualified to practice medicine under the laws of the State of Oregon or the rules of any professional regulatory body; (ii) Center's refusal to approve Physician, Center's request for termination of Physician, or Center's refusal to grant Physician access to Center; (iii) arrest for a felonious offense; or (iv) Physician engages in conduct that is detrimental to or impairs Physician's ability to provide clinical services in accordance with the terms of this Agreement and applicable professional standards.

(e) This Agreement is contingent upon an agreement by and between Corizon and Lane County being in full force and effect for medical services at the Center. In the event said or any succeeding agreement by and between Corizon and Lane County has a reduction in the hours of service or is terminated or reduced for any reason prior to the termination of this Agreement as provided above,

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(f) All notices provided hereunder shall be in writing via certified mail, independent overnight guaranteed delivery, or personal delivery.

11. NOTICES

All notices or other writings required under this Agreement shall be considered as having been provided when sent by U.S. Mail, first class, postage pre-paid or by certified mail, to the parties at the following addresses:

To Physician:

Justin M. Montoya, M.D., LLC

REDACTED

Attn: Justin M. Montoya, M.D., Sole Member

To Corizon, Inc.

Corizon, Inc.

195 Westpark Drive, Suite 200
Brentwood, Tennessee 37027

Attn: General Counsel

With a courtesy copy sent to the Senior Vice President at the Corizon address above.

12. REPRESENTATIONS

Contractor and its Physician represent and warrant to Corizon: (i) that there are no restrictions, agreements or understandings whatsoever to which Contractor or its Physician is a party or to which Contractor or its Physician is subject which would prevent or make unlawful Physician's execution of this Agreement or rendering of the services to be provided hereunder; (ii) that the execution of this Agreement and the rendering of the services as contemplated hereby shall not constitute a breach of any contract, agreement or understanding, oral or written, to which Contractor's Physician is a party or by which Physician is bound.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties and is intended as a complete agreement of the promises, representations, negotiations, discussions, and agreements that may have been made in connection with the subject matter hereof. This Agreement supersedes any prior oral or written agreement relating to the subject matter hereof, except, if applicable, that the provisions regarding non-competition survive termination. Except for insurance deduction adjustments under Section 5 of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties thereto.

14. SEVERABILITY

If any of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall not

Confidential

15. CONSTRUCTION OF HEADINGS

The captions or headings are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

16. AUTHORITY

The individuals signing this Agreement represent and warrant in their individual capacities that they have the authority to execute this Agreement and that such execution shall cause this Agreement to be the legal and binding obligation of such party.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date the last party executes this Agreement.

CORIZON HEALTH, INC.

JUSTIN M. MONTOYA, M.D., LLC

By
Senior Vice President

Date 10/11/12

By
Title:

Date 10/5/12

The undersigned employee of JUSTIN M. MONTOYA, M.D., LLC hereby consents to the provisions of paragraphs one (1), four (4), six (6), nine (9), and twelve (12) of the above Agreement and agrees to be bound by the provisions thereof the same as if the undersigned would have been a party to the aforesaid Agreement.

JUSTIN M. MONTOYA, M.D.
Date 10/5/12